

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION
No. 5:11-CV-00021-RLV-DCK**

PATRICIA ANN BARNHART

Plaintiff

v.

AETNA LIFE INSURANCE COMPANY and
COX ENTERPRISES, INC. WELFARE
BENEFIT PLAN

Defendants

CONSENT PROTECTIVE ORDER

IT IS HEREBY STIPULATED AND AGREED by and between counsel for the parties to the above-styled action, subject to the approval of the Court, that the following Consent Protective Order (“Order”) shall govern the handling of the Administrative Services Contract between Cox Enterprises, Inc. and Aetna Life Insurance Company, produced by Defendants Aetna Life Insurance Company and Cox Enterprises, Inc. Welfare Benefit Plan (“Defendants”) to Plaintiff Patricia Ann Barnhart and her attorney(s):

The entry of this Order arises out of Plaintiff’s request the Administrative Services Contract between Cox Enterprises, Inc. and Aetna Life Insurance Company in effect at the time of the adverse benefits determination at issue in this case.

Identification of Confidential Information. This Order shall apply to the production of the Administrative Services Contract in effect at the time of the adverse benefits determination at issue in this case.

Protection of Confidentiality. The Administrative Services Contract, and any notes, summaries, digests, memoranda, exhibits or other documents which include or describe the Administrative Services Contract, shall be retained by Plaintiff’s counsel and shall not be disclosed to any person except as provided herein. Persons to whom access to the Administrative Services Contract, or information derived from the Administrative Services Contract, is given pursuant to this Consent Protective Order shall keep such information and any copies, abstracts, digests or summaries and descriptions thereof secure in accordance with the purposes and intent of this Order.

Access to the Administrative Services Contract. Counsel for Plaintiff shall be governed by the following restrictions in his/their use of the Administrative Services Contract and as to the information derived therefrom:

Such Administrative Services Contract may not be disclosed except as is necessary for the purpose of, and solely in connection with, litigating this case. For that purpose only, counsel for Plaintiff may disclose such information to the Court and its employees, court reporters, independent expert witnesses or potential expert witnesses retained by counsel for Plaintiff, and such other persons as may be agreed upon by the parties in the future, said agreement to be in writing signed by counsel for all parties.

Before disclosure of such the Administrative Services Contract, or information derived therefrom, to any person as permitted by the preceding paragraph (other than the Court and its employees), such person shall read a copy of this Order and sign an Agreement To Respect Confidential Information attached hereto as Appendix "A" (the "Agreement"). Counsel for Plaintiff shall maintain a copy of all Agreements signed by such persons and shall furnish copies to counsel for Defendants upon their request. No information concerning the Administrative Services Contract shall be disclosed to any person who refuses or has failed to sign the Agreement. In the event any person who has signed an Agreement refuses to comply therewith or fails to adhere to the terms thereof, counsel for Plaintiff shall make no further disclosure to such person and shall immediately notify counsel for Defendants in writing.

Limitation on Copying. The Administrative Services Contract may be copied, and summaries, digests or abstracts may be made, but all such copies, digests, abstracts, and summaries shall be considered confidential and shall be subject to the provisions of this Order.

References in Open Court. The Administrative Services Contract may be used by counsel for Plaintiff in connection with any motion, hearing, or trial.

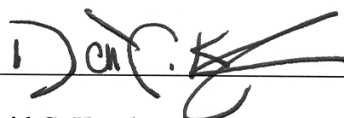
Legal Process. In the event a recipient of the Administrative Services Contract, or information derived therefrom, receives any subpoena, other legal process or request directed at compelling the production of confidential information, that recipient shall immediately notify counsel for Defendants, in writing, so as to afford them ample opportunity to contest that subpoena, legal process or request.

Disposition on Termination of Action. Within 60 days of the entry of an Order finally terminating this action, including all appeals, and unless counsel for Defendants agree otherwise, in writing, counsel for Plaintiff and any other person receiving the Administrative Services Contract, or information derived therefrom, shall destroy/shred all copies of Administrative Services Contract

and any materials, documents, summaries, digests and abstracts concerning the Administrative Services Contract. However, counsel for Plaintiff may retain any documents and copies thereof which are work product, said materials to remain subject to this Order.

SO ORDERED.

Signed: June 21, 2011



David C. Keesler
United States Magistrate Judge



Consented to:

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APPENDIX "A"

AGREEMENT TO RESPECT CONFIDENTIAL INFORMATION

I have read and understand the Consent Protective Order in the case of *Patricia Ann Barnhart v. Aetna Life Insurance Company and Cox Enterprises, Inc. Welfare Benefit Plan* pending in the United States District Court for the Western District of North Carolina, Statesville Division, No. 5:11CV21-RLV-DCK, a copy of which Order has been delivered to me to keep with my copy of this Agreement. I agree to be bound by all the terms of the Consent Protective Order and hereby agree not to use or disclose the confidential information to be disclosed to me except for purposes of this litigation as set forth in the Consent Protective Order.

Signature _____

Name (Printed) _____

Street Address _____

City, State Zip _____